

**EXHIBIT A**  
**DATA ADDENDUM TO PLANTOOLS' AGREEMENT**  
Terms of Use of Lipper Content

Client Name: ("Client")

Client Address (Premises):

No. of User accesses:

In consideration of my purchase of rights from PlanTools, LLC. to use the Lipper Content through the PlanTools Service, I understand and agree to the following:

1. I agree and acknowledge that Lipper Content and underlying methodology is and shall remain valuable intellectual property owned by, or licensed to, Lipper Inc., a Reuters company, and that no proprietary rights are being transferred to me in such materials or in any of the information contained therein. I agree that misappropriation or misuse of such materials will cause serious damage to Lipper and that in such event money damages may not constitute sufficient compensation to Lipper; consequently, I agree that in the event of any misappropriation or misuse, Lipper shall have the right to obtain injunctive relief.

2. I agree that I can only use the Lipper Content for internal use in the ordinary course of my business, and only then solely on the Premises and limited to the number of user accesses indicated above. I agree and acknowledge that I shall not use any portion of the Content that refers to other funds except for internal use in the ordinary course of my business. I shall not publish or distribute in any medium the Lipper Content or any information contained therein or summaries or subsets thereof to any person or entity. I shall not use the Content or portions thereof (i) to create Fact Sheets or (ii) in connection with defined contribution plans or (iii) for display on the Internet. I agree that I shall not permit users to share accesses or passwords and on request, shall so certify to Lipper.

3. NEITHER LIPPER NOR ANY OF ITS AFFILIATES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THE CONTENT. ALL SUCH MATERIALS ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE NOR WITH RESPECT TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF SUCH MATERIALS. NEITHER LIPPER NOR ITS AFFILIATES SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS NOR SHALL THEY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF LIPPER OR ITS AFFILIATES PURSUANT TO ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE EXCEED THE FEE PAID BY CLIENT FOR ACCESS TO SUCH MATERIALS IN THE MONTH IN WHICH SUCH CAUSE OF ACTION IS ALLEGED TO HAVE ARISEN.

4. I agree and acknowledge that I may store Information on those devices and accesses on which the Information is received for as long as I am receiving the Lipper Data through the PlanTools Service. I understand and agree that I must destroy all stored Information and all copies thereof upon cancellation of my subscription to the PlanTools Service or the Lipper Data; provided I shall not be required to remove or destroy Information from hard copy documents and from my internal databases where such removal or destruction imposes an undue hardship on me and provided I may continue to store Information for such period as required to comply with any applicable law or regulation. I must

take all required action to tag and/or segregate the Information so that I am able to comply with the destruction requirements of this Section 4.

5. I agree that the foregoing terms and conditions shall survive any termination of its right of access to the materials identified above.”

**PLANTOOLS, LLC.**

**[CLIENT]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B**

**PLANTOOLS LOGOS**

**PlanTools™**  
RISK MANAGEMENT SYSTEM



## EXHIBIT 2

**MASTER CONSULTANT AGREEMENT**

**BY AND BETWEEN**

**PLANTOOLS, LLC**

**AND**

**LIPPER INC.**

**Dated 5 AUGUST 2006**

CONFIDENTIAL

**MASTER CONSULTING AGREEMENT**

This MASTER SERVICES AGREEMENT (the "Agreement") is entered into as of this 5<sup>th</sup> day of August 2006 (the "Effective Date"), by and between LIPPER INC., a Colorado corporation with its principal place of business at 3 Times Square, 17<sup>th</sup> Floor, New York, NY 10036 ("Client"), and PlanTools, LLC., a Delaware Limited Liability Company with its principal place of business at 2200 Powell Street, Suite 610, Emeryville, CA 94608 ("PlanTools") or "Consultant").

**RECITALS**

WHEREAS, Consultant is a provider of services, solutions and support to financial institutions, investment advisors and fiduciary investors and delivers scalable solutions for analyzing, selecting, managing and monitoring investments;

WHEREAS, Consultant and/or its parent company, the McHenry Group, LLC is the owner or licensee (as applicable), developer and sole provider of certain proprietary software applications (specifically, the "PlanTools Risk Management System" or "PTRMS");

WHEREAS, Client is a global provider of financial market data and information prepared by it or by independent contributors and delivered by proprietary data feed, platform, workstation and related Internet applications;

WHEREAS, Consultant desires to provide certain services to Client and other members of the Reuters Group; and

WHEREAS, Client desires to retain the services of Consultant;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I**

**DEFINITIONS AND INTERPRETATIONS**

Section 1.01 Definitions. The following terms shall have the following meanings:

"Affiliate" means, with respect to any Person, any other person that, directly, or indirectly through one or more intermediaries, Controls or is Controlled by, or is under Common Control with, such Person.

CONFIDENTIAL

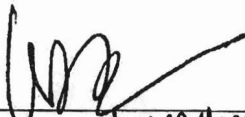
of another party under this Agreement, shall impair any such right, power or remedy of such party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring.

**Section 20.10 Governing Law.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York, as such laws are applied to agreements made, entered into, performed entirely within New York by New York residents without regard to the actual residence or domicile of the parties and without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

**Section 20.11 Survival.** Sections 3.09, 5.01, 5.02, 5.03, 5.04, 5.05, 5.06, 7.05, 12.04 and Articles VIII, IX, XIII, XIV, XV, XVI, XVII, XVIII, XIX and XX will survive the termination or expiration of the Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Master Services Agreement to be executed as of the date first above written.

**PLANTOOLS, LLC**

By:  8/5/06  
Name: MARY MOUNSEY  
Title: MANAGING MEMBER, PLANTOOLS/LLC

**LIPPER INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT 3



**WORK STATEMENT NO. 1**

This Work Statement No. 1 is entered into as of this 5 day of August 2006 (the "SOW Effective Date") by and between Lipper, Inc. ("Client") and PlanTools, LLC, ("Consultant") and is deemed to be incorporated into that certain Master Consulting Agreement dated August 5 2006 by and between Client and Consultant (the "Master Agreement"). Any capitalized term used herein but not defined shall have the meaning ascribed to such term in the Master Agreement. In the event of conflict between this Work Statement and the Master Agreement, the terms of this Work Statement shall govern.

Consultant's signature below constitutes an offer of these services and is contingent upon Client's acceptance of same and funding of initial payment under 7.1 (a) below no later than 5pm (Pacific Daylight Time) on August 11, 2006. In the absence of both acceptance by Client and payment as provided for, this Work Statement shall be deemed null and void.

1. **NAME AND DESCRIPTION OF PROJECT** – Lipper-PlanTools Toolkit v3.2

Lipper-PlanTools Toolkit v3.2 (the "Lipper Toolkit") is an enhanced version of the PlanTools Risk Management Service (defined below) which incorporates substantial functional modifications derived from Client's requirements and specifications designed to optimize Users' experience of the Lipper Data within the Lipper Toolkit. Consultant shall work with Client to create, develop, host and maintain the Lipper Toolkit for Subscribers of the Lipper-PlanTools Service (defined below).

Consultant shall use the Lipper Data provided to it by Client pursuant to the Data Distribution Vendor Agreement between Client and Consultant of even date herewith and shall incorporate such Lipper Data into the Lipper Toolkit. The Lipper Toolkit shall be populated exclusively with Lipper Data whereas Consultant's PTRMS may incorporate data provided to Consultant by other data Vendors.

2. **DEFINITIONS**

"Availability Date" means the date when the Lipper Toolkit is first commercially available for licensing in accordance with this Work Statement No. 1, such date to be mutually agreed to by the Parties.

"Back End" means the software code and related IPR owned by Consultant and contained in those portions of the PTRMS which are required by Client in order to sell and provide the Lipper Toolkit to Subscriber. The "Back-End" includes all databases, data, business rules, methodologies, calculations and related infrastructure to support the processes that are needed to support the "Front-End" functionality of the Lipper Toolkit.

"Data Distribution Vendor Agreement" means the agreement of even date herewith, by and between the Parties hereto, pursuant to which Client (i) provides Consultant with certain Databases and Information (defined therein and herein as the "Lipper Data") and (ii) grants Consultant a license to use and incorporate the Lipper Data into Consultant's PTRMS.

"Front End" means the graphical user interface (GUI), the functional components of the computer program, the related "Back-End," and reporting templates created by Consultant for Client pursuant to the Master Agreement including this Work Statement No. 1.

"Gross Revenues" means all monies collected from Subscribers by Client less (i) any withholding tax, value added tax, or other expenses or charges assessed and withheld and not refunded by any taxation authority, and (ii) any refunds, rebates, concessions, reductions (only up to 20% of the List Price) or repayments.

"GUI" means graphic user interface Users see when using the Lipper Toolkit.

**"Lipper Data"** means the Databases and Information provided to Consultant pursuant to the Data Distribution Vendor Agreement.

**"Lipper News and Alerts"** means certain information gathered from Client or any member of the Reuters Group, which forms part of the Lipper Data provided to Consultant. The Lipper News and Alerts is comprised of, among other things, fund manager changes, fund merger information, CUSIP change information, fund reclassification details, fund liquidation information and any information pertaining to relevant fund changes.

**"Lipper-PlanTools Toolkit v3.2 (the "Lipper Toolkit")** means the product developed by the Parties in accordance with the Master Agreement and this Work Statement No. 1. The Lipper Toolkit shall be a separate version of the existing PTRMS, enhanced pursuant to Clients requirements and specifications. The Lipper Toolkit shall incorporate the Lipper Data exclusively, will be branded during the Term using the Client's Trademarks. During the Term, subscriptions to the Lipper Toolkit shall be sold to Subscribers exclusively by Client.

**"List Price"** means the price of the subscriptions to the Lipper Toolkit and or the PTRMS as set forth in Schedule 1 attached hereto.

**"Net Revenues"** means Gross Revenues less Sales Commissions.

**"OCC Reg. 9"** means the standards-based reporting system nominally configured to meet the needs of bank trust departments responsible under regulations promulgated by the Office of the Comptroller of the Currency.

**"Quarterly Monthly Report" or "QMR"** means a standard Report generated by the Lipper Toolkit

**"QMR Generation"** means process by which a User would generate a QMR using the Lipper Toolkit.

**"PlanTools Risk Management Service" "PTRMS"** means the existing PlanTools product, a web-based fiduciary risk management and reporting tool that provides the ability to create a customized Investment Policy Statement ("IPS"). PTRMS creates a number of objective assessments of plan performance against plan monitoring standards or plan performance measures for retirement channel professionals (including but not limited to plan providers, third party administrators, advisors, plan consultants, etc) and plan sponsors. Pursuant to the Data Distribution Vendor Agreement of even date herewith, the PTRMS shall, in addition to data provided by other Vendors, make available the Lipper Data at subscriber's option. Consultant or Consultant's agent(s) shall be solely responsible for selling subscriptions to the PTRMS to its clients and shall remit fees to Client in accordance with the Data Distribution Vendor Agreement.

**"PTRMS Subscriptions"** means any written agreement between Consultant and Consultant's customers for the PTRMS.

**"Sales Commissions"** means the sales commission paid to Client's sales employees, not to exceed ten percent (10%) of the Gross Revenues generated on account of Client's sales of the Lipper Toolkit to Subscribers.

**"Subscriber"** means any individual or entity who enters into a written Subscription Agreement with Client for the Lipper Toolkit.

**"Subscription Agreement"** means any written agreement between Client and Subscriber for the Lipper Toolkit.

**"User"** means any user of the Lipper Toolkit.

**"Vendors"** means third parties that have granted to Consultant or Lipper, as applicable, the right to use and/or distribute their data in connection with the PTRMS, and/or the Lipper Toolkit as applicable.

### 3. DESCRIPTION OF DELIVERABLES / SPECIFICATIONS

Core Deliverables shall include, but not be limited to, the following:

- (a) Methodology assessment data/product mapping, (Deliverable 1 in Section 5 below).  
 Consultant shall meet with Client on a regular basis to establish the requirements for data mapping (Deliverables 2, 11 and 12 in Section 5 below).
  - Consultant shall develop data handling methodology and infrastructure for processing of third-party provided data for missing elements (Deliverables 3, 11 and 12 in Section 5 below).
  - Consultant shall make necessary changes to Consultant's IPR relating to the PTRMS to remove the Vendor data and incorporate only the Lipper Data into the Lipper Toolkit (Deliverables 4, 11 and 12 in Section 5 below).

Client migration infrastructure:

  - Consultant shall develop a migration strategy for fund crossover mapping in the event the Parties wish to migrate Subscribers of the PTRMS to the Lipper Toolkit (Deliverables 18 and 19 in Section 5 below).
- (b) Consultant shall make the following changes to the Quarterly Monitoring Reports (the "QMR"):
  - Consultant shall build an additional functionality to ensure that Lipper Leaders (including definitions) are an additional optional screening criteria that Subscribers of the Lipper Toolkit can choose in generating the QMR (Deliverables 6, and 10 in Section 5 below).
  - Consultant shall incorporate a Client designated style consistency measure (currently under development by Client) (Deliverable 9 in Section 5 below).  
 Consultant shall incorporate an assignment of "best-fit" benchmark index to Total Return pages of the QMR (Deliverable 7 in Section 5 below).  
 Consultant shall enable Lipper mutual fund averages to be shown in addition to the "best-fit" benchmark index (Deliverable 21 in Section 5 below).
  - Consultant shall create an additional option to allow for dynamic integration of MPI fund fact sheets into QMR (Deliverable 20 in Section 5 below).
- (c) Consultant agrees to remove the following existing features from the Lipper Toolkit QMR:  
 S&P Risk Ranking and S&P Overall Star Ranking at the termination of the current terms of Consultant's existing subscription agreements (Deliverable 5 in Section 5 below).
- (d) Change the Back-End of PTRMS to accommodate Lipper Data, including, without limitation, functions that affect the Monthly Performance Reporting, Pass/Fail Reporting, Plan Meeting Minutes, MPI Stylus, and Fund Selection Interface Deliverables 1-4, 8, 13, and 22 in Section 5 below).
- (e) Changes to QMR Generation process:
  - Consultant shall enable the Lipper Toolkit to provide for "on-demand" User designated inflow of Lipper Data to generate QMRs (Deliverables 15 and 26 in Section 5 below).
  - Consultant shall enable the Lipper Toolkit to provide the ability for Users to research back-dated QMRs (Deliverable 15 in Section 5 below).
- (f) Consultant shall create an enhancement to enable the Lipper Toolkit to create Lipper Fund Scorecards. "Lipper Fund Scorecard" means a report showing fund consistency relating to user defined plan standards and criteria (Deliverable 23 in Section 5 below).

- (g) Client accessible web links from the Lipper Toolkit to the Lipper Research Series located on Client's website ([www.lipperweb.com](http://www.lipperweb.com))
  - Consultant shall create enhancement (a web-linked tab next to the "Reports" tab on the GUI of the Lipper Toolkit) to Lipper Toolkit GUI that allows for Users to click on a link to direct the User to and access the Lipper Research Series located on Client's website ([www.lipperweb.com](http://www.lipperweb.com)) (Deliverable 16 in Section 5 below).
- (h) Consultant shall build in a single sign-on capability for add-on services including:
  - Markov Processes International Stylus.web (hosted by PlanTools™ and available at additional costs, which are not subject to revenue sharing) (Deliverable 17 in Section 5 below).
- (i) Consultant shall deliver a prototype of the Lipper Toolkit that is Lipper-branded and can be used in demonstrations with potential Subscribers by December 1, 2006 (Deliverable 25 in Section 5 below).
- (j) Consultant shall modify "Fund Selection" interface in the PTRMS to allow Users to access and download Lipper Fund Fact Sheets (Deliverable 14 in Section 5 below).
- (k) Consultant shall include functionality that allows a Lipper News and Alerts feed to add content to the "Investment News" section of the QMR (Deliverable 27 in Section 5 below).

**Maintenance and Hosting of the Lipper Toolkit:**

Consultant agrees to host the Lipper Toolkit in accordance with the Service Level Guidelines set forth in Schedule 1 of the Master Agreement.

**Support:** Consultant will make available its employees to Client to perform the following services:

- (l) **Relationship Management:** Consultant will establish an office in Boston, MA and shall designate one of its employees as Relationship Manager responsible for strategic business development, on-scene sales support for major relationships and management of the business relationship between Consultant and the Client. (Consultant shall devote the equivalent of 80% of one full time employee's time to this function beginning on October 1);
- (m) **Implementation / Project Manager:** Consultant shall designate one or more employees to manage, develop market, service and support issues in the definition, design, development and deployment of the Lipper Toolkit, including the initial roll-out and on-going enhancement and expansion of the Lipper Toolkit. (Consultant shall devote the equivalent of 40% of one or more full-time employees' time beginning October 1, 2006 and an additional 40% of one full-time employee's time on January 1, 2007);
- (n) **Sales Support Manager:** Consultant shall designate one or more employees to propose responses to sales inquiries, create Web-based sales presentations and provide other support reasonably required of Lipper's sales team. (Consultant shall devote the equivalent of 40% of one or more full-time employees' time beginning October 1, 2006 and an additional 40% of one or more full-time employees' time on January 1, 2007);
- (o) **Marketing Manager:** Consultant shall designate one or more employees to ensure efficient and effective fulfillment of requirements for marketing messages, content and other activities required for the success of the Parties mutual undertaking. (Consultant shall devote the equivalent of 40% of one or more full-time employees' time beginning October 1, 2006 and an additional 40% of one or more full-time employees' time on January 1, 2007);
- (p) **Service Manager:** Consultant shall designate one or more employees to provide Client staff and potential Subscribers initial and on-going support to ensure that the Parties mutual deliverables are well used and consistently supported. (Consultant shall devote the equivalent of 40% of one

or more full-time employees' time beginning October 1, 2006 and an additional 40% of one or more full-time employees' time on January 1, 2007).

- (q) Consultant further agrees to co-host and participate in Lipper/PlanTools Quarterly Webcasts of industry events, Lipper Toolkit features and enhancements, methodology discussions (Deliverable 24 in Section 5 below)

#### 4. **OWNERSHIP OF RIGHTS**

With respect to the Lipper Toolkit Product/Service, the "look and feel," design requirements documents, business rules, in whole or in part, any data collected on behalf of Client during the development of the Lipper Toolkit Product/Service, and any data stored by Consultant specifically for the purposes of configuring or operating the Lipper Toolkit shall be deemed the Client IPR.

Notwithstanding Article V of the MSA, the Parties agree that the following chart defines those portions of the source code in the Lipper Toolkit Product/Service that belong to Client and those which belong to Consultant

Source Code / Application	Definition	Client IPR
Graphic User Interface (GUI)	HTML Pages, Images, Graphics, Look-and-Feel (colors, page layouts, designs, etc.)	Yes
Active Server Pages (ASP)	Active Server Pages, a specification that generates dynamically created Web Pages. These server side dynamic pages allow user interaction and database connectivity	Yes
Database Schema (table and column definitions)	The Consultant database model which houses Client content and application data	Yes
Structured Query Language (SQL) Code	Database queries that return the data to the ASP Pages - accessing the Client content database at Consultant	Yes

Source Code / Application	Definition	Client IPR
Consultant Middleware and Utility Components	Proprietary application components that all Consultant applications utilize i.e. middleware components that (i) provide support functionality to other Services or applications within a given architecture and (ii) are not intended for independent deployment and are "building blocks" for other	Yes, if developed exclusively for Client, otherwise, no.



components, applications or systems.  
For example purposes only, Utility  
Components are graphing/charting  
tools, support or administrative tools,  
data exporting tools and maintenance  
tools

Consultant Supporting  
Applications

Proprietary application components  
that support Consultant hosted  
applications e.g. Administration  
related, Reporting, Auditing of  
accounts, security, etc.

Yes, if  
developed  
exclusively  
for Client,  
otherwise, no.

Client owns all IPR to those portions of the source code designated above as Client IPR. The Parties acknowledge and agree that Client owns the source code to Lipper Toolkit and Trademarks in connection therewith to the extent that it was developed exclusively for Client

During the Term, Consultant grants Lipper a non-exclusive, royalty-free, unlimited use, worldwide non-revocable, perpetual license to those portions of the Lipper Toolkit that belong to Consultant as part of the Lipper Toolkit and related services.

##### 5. PROJECT TIMELINE

The following table identifies the anticipated delivery date on which the deliverables listed in Section 3 shall be delivered to Client:

	<b>Deliverable</b>	<b>Section #</b>	<b>Delivered by</b>
1	Methodology assessment data/product mapping	Sections 3(a) and 3(d)	<b>November 10, 2006</b>
2	Data Mapping and Development: Establish requirements	Sections 3(a) and 3(d)	<b>November 10, 2006</b>
3	Data Mapping and Development: Develop data sources for missing elements (i.e., rankings, etc)	Sections 3(a) and 3(d)	<b>November 10, 2006</b>
4	Data Mapping and Development: Database development to accommodate Lipper Data	Sections 3(a) and 3(d)	<b>March 9, 2007</b>
5	QMR Report change: Removal of S&P Risk Ranking and S&P Overall Star Ranking from Report	Section 3(c)	<b>March 9, 2007</b>
6	QMR Report change: Inclusion of Lipper Leaders as a separate page of the QMR	Section 3(b)	<b>March 9, 2007</b>
7	QMR Report change: Assignment of the "Best Fit" benchmark index to Total Return pages of report	Section 3(b)	<b>March 9, 2007</b>
8	Change to Back-End of PTRMS: Accommodate Lipper Leaders in PlanTools Monitoring Standards & Criteria	Section 3(d)	<b>March 9, 2007</b>
9	QMR Report change: Inclusion of a Lipper assigned style consistency measure currently under development by Lipper Research	Section 3(b)	<b>March 9, 2007</b>
10	Definitions of Lipper Leader scores within the software application	Section 3(b)	<b>March 9, 2007</b>
11	Data Mapping and Development: Monthly Performance Report using Lipper Data	Section 3(a)	<b>March 9, 2007</b>
12	Data Mapping and Development: Pass/Fail Report		<b>March 9, 2007</b>

	using Lipper Data	Section 3(a)	
13	Change to Back-End of PTRMS: MPI Stylus Fund Performance Reports using Lipper Data	Section 3(d)	March 9, 2007
14	Fund Selection Interface: Access to Lipper Fact Sheets from the fund selection interface	Section 3(j)	March 9, 2007
15	On-demand QMR with interface to communicate inflow of data and to research QMR history and back-dated QMRs.	Section 3(e)	July 20, 2007
16	Links to Market Research on Lipper web products	Section 3(g)	March 9, 2007
17	Single Sign-on (MPI Stylus Web optional user access)	Section 3(h)	July 20, 2007
18	Data Mapping and Development: Client Migration infrastructure established	Section 3(a)	November 10, 2006
19	Data Mapping and Development: Fund crossover mapping established	Section 3(a)	November 10, 2006
20	MPI fund fact sheets dynamically integrated into QMR	Section 3(b)	July 20, 2007
21	Enable Lipper Mutual Fund benchmark to be shown in addition to the Best fit index	Section 3(b)	March 9, 2007
22	Change to Back-End of PTRMS: Plan Meeting minutes using Lipper Data	Section 3(d)	March 9, 2007
23	Lipper Fund Scorecard (report card showing fund consistency related to plan standards and criteria)	Section 3(f)	July 20, 2007
24	Co-hosting and participating in Lipper/PlanTools Quarterly webcasts, industry events, news, Lipper Toolkit features and enhancements, methodology discussion	Section 3(q)	October 1, 2006
25	Lipper-branded prototype of the Lipper Toolkit	Section 3(i)	December 1, 2006
26	User administrator access to on-demand QMR generation with interface to communicate inflow of data (most recent quarterly data set only)	Section 3(e)	March 9, 2007
27	Lipper news feeds to support news section of QMR	Section 3(k)	Upon Mutual Agreement

#### 6. KEY PERSONNEL ASSIGNED FOR EACH PARTY

Consultant: Bill Fleig  
2200 Powell Street, Suite 610  
Emeryville, CA 94608  
Telephone: 800-638-8121 ext. 115  
Email: [bill.fleig@mchenrygroup.com](mailto:bill.fleig@mchenrygroup.com)

Client: Kip Price  
707 Seventeenth Street, 22<sup>nd</sup> Floor  
Denver, CO 80202  
Telephone: +1 (303) 357-0550  
Email: [kip.price@lipper-reuters.com](mailto:kip.price@lipper-reuters.com)

#### 7. PAYMENT OF FEES AND REVENUE SHARE

- 7.1 In consideration of Consultant's performance of its obligations under this SOW, Client agrees to pay to Consultant:

- (a) Two hundred and fifty thousand dollars (\$250,000) payable upon execution of this Work Statement.
- (b) Two hundred and fifty thousand dollars (\$250,000) payable upon delivery of the Deliverable listed in Section 3(i) of this Work Statement; and
- (c) Two hundred and fifty thousand dollars (\$250,000) payable in one lump sum upon Acceptance by Client of the last of the dated Deliverables listed in Section 5 (excluding Deliverable 26 above) .

For the avoidance of doubt, the fees identified in sub-paragraph (a) and (b) above shall collectively be referred herein as the "Fees."

Notwithstanding anything to the contrary herein, the Fees payable to Consultant under Section 7.1 shall be reduced by 5% per week on account of each week that Consultant is late in complying with the Schedule set forth in Section 5 above, provided however, that if such delay is caused by an act or omission of Client's, the Fees shall not be reduced. In the case of a partial week's delay, the reduction shall be pro-rated.

**7.2 Revenue Share:**

**(a) Lipper Toolkit:**

During the Term, with respect to each Subscription Agreement for the Lipper Toolkit, Client shall pay to Consultant a revenue share (the "Consultant Commission") as follows:

Twenty-five percent (25%) of Net Revenues on account of Subscription Agreements for the Lipper Toolkit until Client recoups seven hundred fifty thousand dollars (\$750,000) from aggregate revenues generated under this Work Statement, thereafter fifty percent (50%) of Net Revenues on account of Subscription Agreements for the Lipper Toolkit.

**(b) PTRMS:**

During the Term, with respect to each PTRMS Subscription, Consultant shall remit to Client a revenue share as follows:

- Twenty-five percent (25%) of all revenues collected by Consultant in connection with any PTRMS subscription less referral fees paid by Consultant to a third-party pursuant to a written referral agreement until Client recoups seven hundred fifty thousand dollars (\$750,000) from aggregate revenues generated under this Work Statement, thereafter ten percent (10%) of all revenues collected by Consultant in connection with any PTRMS Subscriptions less referral fees.

For the avoidance of doubt, revenues generated under this Work Statement means revenues from the sale of subscriptions to both the PTRMS and the Lipper Toolkit.

**(c) List Prices:**

The Parties shall cooperate to agree on the List Price of the Lipper Toolkit and the PTRMS. The Parties agree and acknowledge that neither party may change its List Prices without the other party's written consent.

Reductions of more than ten percent (10%) off List Price shall be subject to the other party's prior written consent.

**8. BILLING & INVOICING**

The Parties agree and acknowledge that Consultant shall act as Client's agent in connection with the billing and invoicing of Subscribers of the Lipper Toolkit in accordance with the terms of the Agency Addendum attached hereto as Schedule 2

**9. TERM AND TERMINATION**



Notwithstanding Article XI of the Master Agreement, this SOW shall take effect on the SOW Effective Date and shall remain in full force and effect for a term of two (2) years. Thereafter, this SOW will automatically renew for additional one (1) year terms unless either party gives the other written notice of termination at least one hundred eighty (180) days prior to the expiration of the then current term.

In the event of termination of this Work Statement for any reason other than termination for breach by Client pursuant to Clause 12.02 of the Master Agreement, Client shall be entitled to a Refund, provided however that there shall be no Refund due in the event that Client fails to commercialise the Lipper Toolkit, through no fault of Consultant.

"Refund" means an automatic refund of \$375,000 less 50% of any amounts actually collected by Client under the Subscription Agreements less Consultant Commissions (i.e. Refund = \$375,000 – (50% of amounts actually collected by Client under the Subscription Agreements – Consultant Commissions))

In the event of termination of the Agreement or this Work Statement, Consultant shall:

(a) Subject to sub-section (e) below, purge all application and services, data and Documentation, including without limitation, Client contact information, and so certify to Client in writing;

(b) Provide to Client the latest released version of the source code, as described in this Agreement or a Work Statement that constitute Work Product and/or Client's IPR;

(c) Provide to Client all of the latest work in progress and released version of any source code, Active Server Pages, Database Schema and SQL Code and Documentation that are not Client IPR (together the "Consultant Code"), as may be reasonably requested by Client for successful migration of the Lipper Toolkit and related services and applications outside of Consultant's environment;

(d) Grant Client a non-exclusive, unlimited use, worldwide non-revocable, perpetual license to use those portions of the Consultant Code and IPR that belong to Consultant in order to operate, host, support and sell the Lipper Toolkit and related services and applications outside of Consultant's environment and independent of Consultant.

(e) Provide adequate support to effectively transfer and operate the Lipper Toolkit and related services and application outside of Consultant's environment including, without limitation providing technical transition support, including Documentation. In the event the Agreement or an applicable Work Statement is terminated due to breach of the Agreement or applicable Work Statement by Consultant this support will be provided at no cost to Client. If the Agreement or applicable Work Statement is terminated for any other reason, Client will pay for the support at an hourly rate of \$100.00.

For as long as Client is using the Consultant Code and IPR as part of the Lipper Toolkit, Client shall pay Consultant 15% of Net Revenues as consideration for the license granted Client in Clause 9(d) of this Work Statement. Client, in its sole discretion, shall be entitled to terminate the license at any time by giving written notice to Consultant.

For the avoidance of doubt, the license granted Client under Clause 9(d) does not entitle Client to use, resell, sublicense or transfer the Consultant Code or Consultant IPR except as part of the Lipper Toolkit and related services to Subscribers. In the event that Client terminates the license, Client shall not use any portion of the Consultant Code or Consultant IPR and shall destroy all copies of such

Consultant Code and Consultant IPR except for one copy to be kept in accordance with laws, regulations or Client's compliance policies. For the avoidance of doubt, Client shall not be required to make any payments to Consultant after termination of the license.

10. **Survival**

Section 9 of this Work Statement shall survive expiration or termination of the Agreement or of this Work Statement No. 1.

IN WITNESS WHEREOF, the parties have executed this Work Statement as of the date set forth above.

**LIPPER INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PLANTOOLS, LLC**

By:  \_\_\_\_\_

Name: Matthew Merber

Title: Managing Member

Date: 8/5/06

**Schedule 1**

**List Prices**

<b><u>Lipper Toolkit List Price</u></b>	<b><u>PTRMS List Price</u></b>
\$600 per plan report per year, not including user access to PlanTools™ - hosted MPI Stylus.web.	\$600 per plan report per year, not including user access to PlanTools™ - hosted MPI Stylus.web.

**Schedule 2****BILLING, INVOICING AND COLLECTION AGENCY ADDENDUM**

This Billing, Invoicing and Collection Agency Addendum (the "Addendum") dated 6 day of August 2006 is an addendum to Work Statement No. 1 to the Master Consulting Agreement of even date herewith (collectively, the "Agreement") between PlanTools, LLC (the "Consultant") and Lipper, Inc. ("Client"). Capitalized terms used but not defined in this Addendum have the same meaning as in the Agreement.

**1. GENERAL**

- 1.1 **Scope of Addendum.** This Addendum is in addition to and supplements the Agreement and governs the terms under which Consultant shall be Client's agent in connection with the billing, invoicing and collection of payments from Subscribers on account of Subscriptions to the Lipper Toolkit.
- 1.2 **Prevailing Agreement.** In the event of any inconsistency between the provisions of this Addendum and the Agreement, this Addendum shall prevail in respect of the subject matter.

**2. APPOINTMENT OF AGENT AND TERMS OF AGENCY**

- 2.1 **Agency.** Client appoints Consultant as its agent solely for the purpose of invoicing Subscribers of the Lipper Toolkit and the collection of payments in accordance with the terms of this Addendum.
- 2.2 Consultant agrees and acknowledges that it shall not incur any liability on behalf of Client or accept any order to make any binding contract in connection with Subscriptions to the Lipper Toolkit. All Subscriptions Agreements shall be signed by an authorized signatory of Client. Client will forward a copy of each Subscription Agreement to Consultant.
- 2.3 **Billing and Collection.** Promptly upon receipt of each Subscription Agreement, Consultant will invoice the respective Subscriber in accordance with the terms of the applicable Subscription Agreement. Thereafter, Consultant shall make best efforts to collect all sums due by Subscribers; provided, however, that, in the event any Subscriber fails to make timely payment to Consultant in accordance with the terms of the Subscription Agreement, Consultant shall not initiate legal or formal collection proceedings against any such Subscriber, nor will Consultant refer any Subscriber to any collection agency without Client's express written consent.
- 2.4 **Consultant Commission.** Promptly upon receipt of funds from Subscribers, Consultant will deduct the Consultant Commission and shall promptly remit to Client the remainder. No other deductions shall be made without Client's express prior express written consent.
- 2.5 **Late Payments.** Consultant shall pay Client nine percent (9%) on any amounts that are not remitted to Client within thirty (30) days of Consultant's receipt of payments from Subscribers.
- 2.6 **Reporting.** Commencing with the first calendar quarter ending after the Effective Date and thereafter within ten days after the end of each calendar quarter, Consultant shall provide Client with a report (the "Quarterly Report") setting forth:
- (A) a statement identifying the number of Subscribers that have been invoiced by Consultant;
  - (B) a statement of all sums actually collected from Subscribers on account of each Subscription Agreement;

**AMENDMENT TO STATEMENT OF WORK No. 1**

This amendment (the "Amendment") of the Statement of Work No. 1 (the "SOW #1") with an effective date of August 8, 2006 entered into by and between PlanTools, LLC. ("Consultant") whose principal place of business is at 2200 Powell Street, Suite 610, Emeryville, CA 94608 and Lipper Inc. ("Client") whose principal place of business is at 3 Times Square, 17th Floor, New York, New York 10036.

WHEREAS Client and Consultant entered into a Master Consulting Agreement and Statement of Work No. 1 effective as of August 8, 2006 (collectively, the "Agreement");

WHEREAS, pursuant to the Agreement, Consultant agreed to provide consulting services to Client from time to time;

WHEREAS, the services to be provided and certain terms and conditions are described in the applicable Statement of Work ("SOW") referenced and incorporated in the Master Agreement;

WHEREAS, the parties wish to amend SOW #1, to remove a provision imposing on Client an obligation to make the first payment by August 11, 2006;

NOW THEREFORE, in consideration of the mutual promises and covenants hereto, the Parties agree as follows:

The second full paragraph of SOW #1 beginning with the word "Consultant" and ending with the words "null and void" shall be deleted in its entirety.

This Amendment shall be effective as of 8/30 2006.

Except as expressly stated herein, this Amendment shall not alter or affect any term or provision of the Agreement. In the event of inconsistency between this Amendment and the Agreement this Amendment shall control.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized officers:

PLANTOOLS, LLC.

BY: 

Name: Lipper Inc.

Title: Rep.

Date: 9/13/06

LIPPER INC.:

BY: 

Name: JAMES A. WEBER

Title: DIRECTOR

Date: 9/13/06

**SECOND AMENDMENT TO STATEMENT OF WORK No. 1**

This is a second amendment (the "2<sup>nd</sup> Amendment") of the Statement of Work No. 1 (the "SOW #1") with an effective date of August 8, 2006 entered into by and between PlanTools, LLC. ("Consultant") whose principal place of business is at 2200 Powell Street, Suite 610, Emeryville, CA 94608 and Lipper Inc. ("Client") whose principal place of business is at 3 Times Square, 17th Floor, New York, New York 10036. Capitalized terms used but not defined herein shall have the same meaning as in the Agreement (defined below).

**WHEREAS**, Client and Consultant entered into a Master Consulting Agreement and Statement of Work No. 1 effective as of August 8, 2006 (collectively, the "Agreement");

**WHEREAS**, pursuant to the Agreement, Consultant agreed to provide consulting services to Client from time to time;

**WHEREAS**, the services to be provided and certain terms and conditions are described in the applicable Statement of Work No. 1 ("SOW #1") referenced and incorporated in the Master Agreement;

**WHEREAS**, the Parties wish to amend SOW #1 to accelerate the delivery date of the Quarterly Monitoring Report On-Demand feature of the Lipper Toolkit;

**WHEREAS**, the Parties wish to amend SOW #1 to extend the delivery date of the Deliverable pertaining to the Monthly Performance Report using Lipper Data;

**WHEREAS**, the Parties wish to amend SOW #1 by deleting the Deliverable relating to the Lipper Scorecard;

**WHEREAS**, the Parties wish to amend SOW #1 by deleting the Deliverable relating to the MPI Stylus web reporting functionality;

**WHEREAS**, the Parties wish to amend SOW #1 to add a new Deliverable to the Lipper Toolkit which will allow Subscribers to create standards and criteria for a specific set of Users;

**WHEREAS**, the Parties wish to amend SOW #1 to add a new Deliverable to the Lipper Toolkit which will provide for a fund browser with fund fact sheet view and print capabilities;

**WHEREAS**, the Parties wish to amend Section 7 of SOW #1 to allow for the early payment of one hundred seventy-five thousand dollars (\$175,000) by Client to Consultant on account of the early completion of ninety percent (90%) of the Deliverables;

**WHEREAS**, the Parties wish to amend Section 7 of SOW #1 to provide for the final payment by Client to Consultant of seventy-five thousand dollars (\$75,000) upon Acceptance by Client of the last Deliverable under SOW #1; and

**WHEREAS**, the Parties wish to amend Section 7 of SOW #1 to clarify that any Fees owed to Consultant by Client shall be payable within forty-five days of Client's receipt of an invoice from Consultant;

**NOW THEREFORE**, in consideration of the mutual promises and covenants hereto, the Parties agree as follows:

1. Deliverable # 15 listed in Section 5 of SOW #1 is hereby amended by striking the date "July 20, 2007" and replacing it with the date "March 9, 2007"
2. Deliverable # 11 listed in Section 5 of SOW #1 is hereby amended by striking the date "March 9, 2007" and replacing it with the date "July 20, 2007"

3. Section 2 ("Definitions") of SOW #1 is hereby amended by inserting the following definition between the definitions of "Sales" and "Subscriber":

"Scenarios" means investment policy statements, standards and criteria'

4. Section 3 of SOW #1 is hereby amended by striking sub-section 3(f) in its entirety and replacing it with the following new Deliverable:

*Consultant shall design, develop and deploy a new function within the Lipper Toolkit that enables Subscribers to customize Scenarios in accordance with Subscribers' customers requirements and preferences. (Deliverable 23 in Section 5 below).*

5. Section 3 of SOW #1 is hereby amended by striking sub-section 3(h) in its entirety and replacing it with the following new Deliverable:

- *Consultant shall design, develop and deploy a new function within the Lipper Toolkit that provides for a fund browser with fund fact sheet viewing and printing capabilities prior to fund selection. (Deliverable 17 in Section 5 below).*

6. Section 5 of SOW #1 is hereby amended by striking Deliverable # 17 in its entirety and replacing it with the following new Deliverable # 17:

17	Functionality within the Lipper Toolkit to provide for a fund browser with fund fact sheet viewing and printing capabilities prior to fund selection.	Section 3(h)	July 20, 2007
----	---	--------------	---------------

7. Section 5 of SOW #1 is hereby amended by striking Deliverable # 23 in its entirety and replacing it with the following new Deliverable # 23:

23	Functionality within the Lipper Toolkit to enable Subscribers to customize Scenarios	Section 3(f)	July 20, 2007
----	--	--------------	---------------

8. Section 7.1 of SOW #1 is hereby amended by striking sub-section (c) in its entirety and replacing it with the following new sub-section 7.1 (c):

(c) Subject to Section 7.3, *One hundred and seventy-five thousand dollars (\$175,000) payable in one lump sum upon Acceptance by Client of no less than ninety percent (90%) of the dated Deliverables listed in Section 5.*

9. Section 7.1 of SOW #1 is hereby amended by adding a new sub-section 7.1(d):

(d) Subject to Section 7.3, *Seventy-five thousand dollars (\$75,000) payable in one lump sum upon Acceptance by Client of the last of the dated Deliverables listed in Section 5 (excluding Deliverable 26 above).*

10. Section 7 of SOW #1 is hereby amended by adding a new sub-section 7.3:

7.3 *All Fees owed to Consultant hereunder shall be due and payable by Client within forty-five (45) days of Client's receipt of an invoice from Consultant.*

This Amendment shall be effective as of April 12, 2007.

Except as expressly stated herein, this 2<sup>nd</sup> Amendment shall not alter or affect any term or provision of the Agreement. In the event of inconsistency between this 2<sup>nd</sup> Amendment and the Agreement this 2<sup>nd</sup> Amendment shall control.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized officers:

PLANTOOLS, LLC

BY: Lois Towers  
Name:

Title: Chief Operating officer

Date: 4/17/07

LIPPER INC.

BY: \_\_\_\_\_  
Name:

Title:

Date:



## EXHIBIT 4



**CONFIDENTIAL**

June 13, 2007

**By FedEx**

Mr. Rick Fowler  
PlanTools, LLC  
2200 Powell Street, Suite 100  
Emeryville, CA 94608

**Re: Notice of Termination of the Master Consulting Agreement**

Dear Rick:

Please consider this letter as Lipper's formal notice of termination of Work Statement No. 1 ("WS#1") to the Master Consulting Agreement between Lipper, Inc. ("Client") and PlanTools, LLC, ("Consultant") dated August 5, 2006 (the "Consulting Agreement"). Pursuant to Article XII of the Consulting Agreement, termination of WS#1 terminates the Consulting Agreement. Therefore, both the Consulting Agreement and WS#1 shall be terminated as of the date of this letter.

In accordance with Section 12.04 of the Consulting Agreement and Section 9 of WS#1, please confirm that PlanTools will:

- (a) purge all application and services, data and Documentation, including without limitation, Client contact information, and so certify to Client in writing;
- (b) provide to Client the latest released version of the source code, as described in this Agreement or a Work Statement that constitute Work Product and/or Client's IPR;
- (c) provide to Client all of the latest work in progress and released version of any source code, Active Server Pages, Database Schema and SQL Code and Documentation that are not Client IPR (together the "Consultant Code"), as may be reasonably requested by Client for successful migration of the Lipper Toolkit and related services and applications outside of Consultant's environment;
- (d) grant Client a non-exclusive, unlimited use, worldwide non-revocable, perpetual license to use those portions of the Consultant Code and IPR that belong to Consultant in order to operate, host, support and sell the Lipper

Lipper Inc.  
The Reuters Building  
3 Times Square 17<sup>th</sup> Floor  
New York, NY 10036

Writer's Direct Telephone: 1 (646) 223-4118  
Writer's Direct Fax: 1 (646) 223-4147  
Writer's e-mail: [alex.montagu@lipper.reuters.com](mailto:alex.montagu@lipper.reuters.com)



**CONFIDENTIAL**

Toolkit and related services and applications outside of Consultant's environment and independent of Consultant; and

(e) provide adequate support to effectively transfer and operate the Lipper Toolkit and related services and application outside of Consultant's environment including, without limitation providing technical transition support, including Documentation.

(g) refund three hundred and seventy-five thousand dollars (\$375,000) to Lipper.

Moreover, we understand that PlanTools has replicated the Lipper Toolkit (renamed the Lipper Retirement Insight (the "LRI")), and is now marketing and selling a product that competes with LRI. We consider this a material breach of the Consulting Agreement and an infringement of Lipper's Intellectual Property Rights in LRI. We, therefore, request that you immediately cease and desist the marketing and sale of the enhanced and modified version of the PTRMS tool and send us prompt written assurance that you have done so.

Please also note that, to date, we have not received any payment or reporting pursuant to the Data Distribution Vendor Agreement between PlanTools LLC. and Lipper, Inc., dated August 5, 2006 (the "Data Distribution Agreement"). Please consider this letter Lipper's formal notice of a material breach by PlanTools of the Data Distribution Agreement.

I look forward to your prompt response to this letter. Meanwhile, I reserve all rights on behalf of Lipper.

Sincerely,

A handwritten signature in black ink, appearing to read "Alexandre Montagu".

Alexandre Montagu

cc: Eric Almquist  
(Lipper, Inc.)

Ward Harris  
(PlanTools, LLC.)

Lipper Inc.  
The Reuters Building  
3 Times Square 17<sup>th</sup> Floor  
New York, NY 10036

Writer's Direct Telephone: 1 (646) 223-4118  
Writer's Direct Fax: 1 (646) 223-4147  
Writer's e-mail: [alex.montagu@lipper.reuters.com](mailto:alex.montagu@lipper.reuters.com)

## EXHIBIT 5

06/29/2007 15:23 FAX 415 391 7124

HARVEY SISKIND LLP

008



The McHenry Group

Monday, March 19, 2007

Via Email

Jim Weber  
Lipper  
53 State Street, 14<sup>th</sup> floor  
Boston, MA 02109

Re: **Business Integration Research Project and Executive Summary (McHenry/Lipper 07 / 02)**

Dear Jim:

In accordance with our verbal agreement, this letter will confirm the details of a promotional marketing project to be undertaken by The McHenry Group and sponsored solely by Lipper.

A principal element of value for users of both Upper Retirement Insight and the PlanTools™ Risk Management System is the ability to standardize and integrated important elements of their business operations. Specifically, these include:

- **Business processes**
- **Business data**
- **Business information / content / documents**
- **Business systems**
- **Business and organizational hierarchies and taxonomies**

The project will commence immediately upon your written confirmation below and will be completed within thirty days.

#### **OBJECTIVE**

Our mission in this project is to develop for Lipper and McHenry a measure of brand equity connected to the topic of business efficiency through integration of the elements listed above.

#### **GOALS**

1. Succinctly state the need for business integration for institutions and financial professionals, based upon a survey of retirement advisors;
2. Report the statistical results of the survey in a form easily accessed and consumed by advisors and institutions; and
3. Offer the marketplace a vision of a solution model that can be fulfilled through an integrated solution platform.

#### **PROJECT COMPONENTS**

1. **Scope** – The topic is advisor demand for business integration support and a definition of such a solution.
2. **Scale** – An on-line survey of retirement professionals.
3. **Deliverables** – WHAT: 4 page Executive Summary of survey results and findings; WHO: 5,000 survey recipients and respondents from that population; HOW: PDF of Executive Summary available via broadcast email, press release and placement in publications as articles authored by Ward Harris, Jon Manlove and Lipper staff to be determined by agreement.

2200 Powell Street, Suite 100  
Emeryville, CA 94608

The McHenry Group

1-800-638-8121  
www.mchenrygroup.com

.06/29/2007 15:23 FAX 415 391 7124

HARVEY SISKIND LLP

009

4. **Timeline** – This project will be completed within 30 days of your signature below.
5. **Interdependencies** – Other than optional Lipper participation in promotional activities and your review of our draft content, Lipper will have no operational obligation or expense.

Lipper will benefit from a substantial amount of "free, premium PR" as a result of this project and we look forward to working with you on this exciting initiative. The total cost of this project is \$15,000, payable upon agreement/acceptance below.

Please sign below and fax Rick Fowler at 510-420-1732. He will then email you an invoice (titled: "Business Integration Research Project and Executive Summary - McHenry/Lipper 07 / 02"). We would appreciate expedited payment processing for this project.

Warmest regards,

/s/  
Ward Harris

cc: Lois Towers

---

**Acknowledged and agreed on this date, March 19, 2007.**

By: \_\_\_\_\_  
Jim Weber, Lipper

06/29/2007 15:23 FAX 415 391 7124

HARVEY SISKIND LLP

010



The McHenry Group

Monday, March 19, 2007

Via Email

Jim Weber  
Lipper  
53 State Street, 14<sup>th</sup> floor  
Boston, MA 02109

Re: **Business Integration White Paper on Institutional and Advisor Best Practices**  
(McHenry/Lipper 07 / 03)

Dear Jim:

In accordance with our verbal agreement, this letter will confirm the details of a promotional marketing project to be undertaken by The McHenry Group and sponsored solely by Lipper.

A principal element of value for users of both Lipper Retirement Insight and the PlanTools™ Risk Management System is the ability to standardize and integrate important elements of their business operations. Specifically, these include:

- **Business processes**
- **Business data**
- **Business information / content / documents**
- **Business systems**
- **Business and organizational hierarchies and taxonomies**

The project will commence immediately upon your written confirmation below and will be completed within forty-five days.

#### **OBJECTIVE**

Our mission in this project is to enhance and expand Lipper and McHenry's brand equity connected to the topic of business efficiency through integration of the elements listed above.

#### **GOALS**

1. Inform and educate financial institutions and financial professionals about generic solution models available to improve the systemic efficiency of marketing, sales and client service processes;
2. Define and describe processes, practices and procedures that can be made more efficient and effective through business integration; and
3. Pre-position a Lipper / PlanTools™ solution by reference – conceptually – without promotional content, but in a motivational, educational style.

#### **PROJECT COMPONENTS**

1. **Scope** – The topic is advisor demand for business integration support and a visualization and description of such a solution.
2. **Scale** – Institutional / advisor "how to" to help reader audience make informed decisions about how to best grow their businesses and create enterprise value through opportunities for business integration.

2200 Powell Street, Suite 100  
Emeryville, CA 94608

The McHenry Group

1-800-638-8121  
www.mchenrygroup.com

06/29/2007 15:23 FAX 415 391 7124

HARVEY SISKIND LLP

011

3. **Deliverable** – An eight page white paper on Institutional and advisor best practices and solutions in the area of business integration – WHAT it is, HOW it works, WHO does it and WHEN / WHERE readers can best benefit and take action.
4. **Timeline** – This project will be completed within 45 days of your signature below.
5. **Interdependencies** – Other than optional Lipper participation in promotional activities and your review of our draft content, Lipper will have no operational obligation or expense.

Lipper will benefit from a substantial amount of "free, premium PR" as a result of this project and we look forward to working with you on this exciting initiative. The total cost of this project is \$15,000, payable upon agreement/acceptance below.

Please sign below and fax Rick Fowler at 510-420-1732. He will then email you an invoice (titled: "Business Integration White Paper on Institutional and Advisor Best Practices - McHenry/Lipper 07 / 03"). We would appreciate expedited payment processing for this project.

Warmest regards,

/s/   
Ward Harris

cc: Lois Towers

---

Acknowledged and agreed on this date, March 19, 2007.

By: \_\_\_\_\_  
Jim Weber, Lipper



06/29/2007 15:23 FAX 415 391 7124

HARVEY SISKIND LLP

012



The McHenry Group

Monday, March 19, 2007

Via Email

Jim Weber  
Lipper  
53 State Street, 14th floor  
Boston, MA 02109

**Re: Business Integration Implementation Manual and Data Migration Template  
(McHenry/Lipper 07 / 04)**

Dear Jim:

In accordance with our verbal agreement, this letter will confirm the details of a promotional marketing project to be undertaken by The McHenry Group and sponsored solely by Lipper.

A principal element of value for users of both Lipper Retirement Insight and the PlanTools™ Risk Management System is the ability to standardize and integrated important elements of their business operations. Specifically, these include:

- Business processes
- Business data
- Business information / content / documents
- Business systems
- Business and organizational hierarchies and taxonomies

The project will commence immediately upon your written confirmation below and will be completed within forty-five days.

#### **OBJECTIVE**

Our mission in this project is to convert audience interest and enthusiasm in the topic of business efficiency through integration of the elements listed above into new revenue opportunities for Lipper and PlanTools™.

#### **GOALS**

1. Inform and educate financial institutions and financial professionals about a specific solution model available to improve the systemic efficiency of marketing, sales and client service processes;
2. Document and detail processes, practices and procedures that can be made more efficient and effective through business integration; and
3. Describe a Lipper / PlanTools™ solution explicitly and to provide readers with access to a revenue-producing solution from our organizations and to provide a web-based linkage for action to take advantage of our solutions.

#### **PROJECT COMPONENTS**

1. **Scope** – The topic is advisor demand for business integration support and the description and promotion of our solutions.

2200 Powell Street, Suite 100  
Emeryville, CA 94608

The McHenry Group

1-800-638-8121  
www.mchenrygroup.com

.06/29/2007 15:24 FAX 415 391 7124

HARVEY SISKIND LLP

013

2. **Scale** – Institutional / advisor "owners manual" to help reader audience implement pre-configured solutions to grow their businesses and create enterprise value through business integration tools from Lipper and PlanTools™.
3. **Deliverable** – An eight page working document on business integration opportunities from implementation of configured, hosted CRM (client relationship management) solutions.
4. **Timeline** – This project will be completed within 60 days of your signature below.
5. **Interdependencies** – Other than optional Lipper participation in promotional activities and your review of our draft content, Lipper will have no operational obligation or expense.

Lipper will benefit from anticipated new business opportunities as a result of its topic leadership and "free, premium PR" as a result of this project and we look forward to working with you on this exciting initiative. The total cost of this project is \$15,000, payable upon agreement/acceptance below.

Please sign below and fax Rick Fowler at 510-420-1732. He will then email you an invoice (titled: "Business Integration Research Project and Executive Summary - McHenry/Lipper 07 / 02"). We would appreciate expedited payment processing for this project.

Warmest regards,

/s/  
Ward Harris

cc: Lois Towers

---

Acknowledged and agreed on this date, March 19, 2007.

By: \_\_\_\_\_  
Jim Weber, Lipper